

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/18/03

Division: Public Works

Bulk Item: Yes X No

Department: Fleet Management

AGENDA ITEM WORDING: Requesting approval to amend and renew the existing Emergency Generator Maintenance contract with Condo Electric Motor Repair for one (1) additional year.

ITEM BACKGROUND: Our existing contract allows Monroe County to renew the contract for two (2) additional one (1) year periods, this being the first one-year extension. Condo Electric Motor Repair has agreed to the one (1) amendment and one (1) year renewal at zero increase over the original agreement.

PREVIOUS RELEVANT BOCC ACTION: On August 1st, 2002, the Board executed the existing Emergency Generator Maintenance contract with Condo Electric Motor Repair for emergency generator maintenance and repairs for the County's (54) fifty four emergency power generators.

CONTRACT/AGREEMENT CHANGES: The (1) one amendment to this contract will allow the County to seek assistance from third party contractors, (on a case-by-case basis), if determined in the best interest of the County.

STAFF RECOMMENDATIONS: Approval as stated above and authorization for the mayor to execute amendment and one (1) year renewal for same.

TOTAL COST: Approx. \$45,000.00

BUDGETED: Yes X No

COST TO COUNTY: Approx. \$45,000.00

SOURCE OF FUNDS: ad valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


Dent Pierce

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C10

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Condo Electric Motor Repair Effective Date: 06/18/03

Expiration Date: 06/18/04

Contract Purpose/Description: Emergency generator inspections and electrical repairs, upper, middle, and lower keys facilities from Key West to Cardsound.

Contract Manager: Roy Sanchez
(Name)

3572
(Ext.)

Fleet Management Services
(Department)

for BOCC meeting on 06/18/03

Agenda Deadline: 06/03/03

CONTRACT COSTS

Total Dollar Value of Contract: \$45,000.00 Current Year Portion: \$19,000.00 approx.

Budgeted? Yes ☒ No ☐ Account Codes: 504-23501-530-340-

Grant: \$

County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$unknown/yr For: unexpected repairs
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Chris P.</u>	<u>5/7/03</u>
Risk Management	<u>5/7/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Gunhan</u>	<u>5/7/03</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A Barker</u>	<u>5/7/03</u>
County Attorney	<u>5/6/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>5/6/03</u>
Comments: <u> </u>				

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this ____ day of _____, 2003, between the COUNTY OF MONROE and CONDO ELECTRIC MOTOR REPAIR in order to amend that certain agreement between the parties dated August 1st, 2002 as follows:

1. Paragraph 2 (B.) is amended to read as follows:

"ARTICLE 2 – THE WORK

- B. The CONTRACTOR / TECHNICIANS shall perform maintenance, electrical, and / or engine repairs upon the request of the owner. The OWNER reserves the right to seek assistance from third party contractors, (on a case-by-case basis), if determined in the best interest of the OWNER.
2. In all other respects, the agreement as amended between the parties dated August 1st, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

By: _____

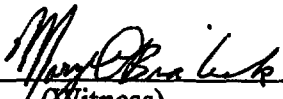
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

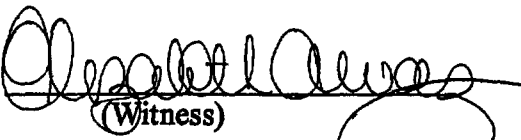
BY 
SUZANNE A. HUTTON

5/06/03

CONDO ELECTRIC MOTOR REPAIR

By:  _____


(Witness)


(Witness)

EMERGENCY GENERATOR INSPECTIONS AND ELECTRICAL REPAIRS

Monroe County, Florida

The OWNER and the CONTRACTOR agree as set forth as follows:

ARTICLE 1- THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Generator List, the Approved Inspection Checklist, the Non-Collusion Affidavit, the Lobbying and Conflict of Interest Clause (Sworn Statement under Monroe County Ordinance #10-1990), the Drug-Free Work Place Form, the Insurance Documents, and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2- THE WORK

A. The CONTRACTOR/TECHNICIANS shall perform one inspection of the approximately fifty (50) emergency generators, listed on the Generator List, using the approved inspection checklist. The annual major inspection is required during the month of May or June in preparation for hurricane season. The annual major inspection will include electrical load tests. Load tests may have to be accomplished after normal working hours. The OWNER will provide the electrical load for the portable generators. The OWNER will provide or perform the annual oil changes and other routine engine maintenance. Immediately following inspections, the CONTRACTOR shall submit inspection reports identifying needed maintenance, electrical, and/or engine repairs.

B. The CONTRACTOR/TECHNICIANS shall perform maintenance, electrical, and/or engine repairs upon the request of the OWNER.

C. The OWNER is responsible for routine engine repairs and maintenance (such as, replacement of defective water hoses, drive belts, batteries, filters, lubricants, etc.) but may approve the CONTRACTOR/TECHNICIANS or others to perform these repairs on a case-by-case basis. The OWNER may perform or assist with all routine and emergency engine repairs.

D. The CONTRACTOR/TECHNICIANS shall be available 24 hours per day, 365 days per year. The CONTRACTOR shall report to the owner's Emergency Operations Center (EOC) within four (4) hours of verbal notification and remain on site available to the owner immediately following an emergency, declared by the owner. The CONTRACTOR/TECHNICIANS shall be at the site of an Emergency Generator requiring emergency repairs within four (4) hours of verbal notification by the

OWNER. Monroe County shall be given priority at all times for generators requiring emergency repairs. The OWNER and the CONTRACTOR recognize that time is of the essence in this Contract. They also recognize the delays, expenses, and difficulties involved in proving, in a legal proceeding, the actual Loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$80.00 for each hour over four (4) hours that expires after notification to respond and the CONTRACTOR is not on site, barring travel conditions beyond CONTRACTORS control.

E. The CONTRACTOR shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained Emergency Generators so that such emergency repairs can be completed as soon as possible. If the CONTRACTOR feels that a unit is not economically repairable, the CONTRACTOR will submit an estimate for replacement and/or repair to the OWNER. The OWNER may, at his discretion, have the CONTRACTOR repair the unit in keeping with the repair estimate or seek other outside proposals for replacement.

F. The CONTRACTOR may be required to assist in the development of specifications for new or replacement generators and associated equipment.

ARTICLE 3- ASSIGNMENT

A. The Contractor shall not assign or subcontract this agreement, except in writing and with the prior written approval of the Owner and Contractor, which approval shall be subject to such conditions and provisions as the Owner and Contractor deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Owner in addition to the total agreed-upon price of services/goods of the Contractor.

B. Contractor shall not employ any Subcontractor, Supplier or other person or organization against whom the Owner may have reasonable objection.

ARTICLE 4-TERM OF CONTRACT

A. This contract shall be for a period of One (1) year commencing upon the day in which it has been executed by both parties.

B. The County shall have the option to renew this agreement after the first year, for two additional years, to be approved one year at a time.

ARTICLE 5- SCHEDULE

The Contractor shall commence Work to be performed under this Contract no later than ten (10) calendar days from Notice to Proceed. The Annual Major Generator Inspection shall be completed on all of the

approximate fifty (50) generators no later than the end of the month of June or sixty (60) days from the commencement of work as defined above.

ARTICLE 6- CONTRACT PRICE

The OWNER shall pay the CONTRACTOR in accordance with the following schedule:

- A. Labor for repairs – normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays \$ 45.00 per hour mechanic / \$ 20.00 per hour helper.
- B. Labor for repairs – overtime rate for hours other than the normal working hours as stated in item (A.) above, including holidays \$ 55.00 per hour mechanic / \$ 25.00 per hour helper
- C. Materials, supplies, and replacement parts – purchase price plus 10 percent. Shipping charges will be reimbursed.
- D. Hourly rate for specification development and other professional services \$ 45.00 per hour.
- E. Hourly rate for hours of 8:00 A.M. to 5:00 P.M. during assignment to the owners Emergency Operations Center (EOC) excluding actual electrical / generator maintenance and repairs \$ 45.00 per hour.
- F. Hourly rate for hours other than the hours as stated in item (E) above, during assignment to the owners Emergency Operations Center (EOC) excluding actual electrical / generator maintenance and repairs \$ 55.00 per hour.

ARTICLE 7- PAYMENT PROCEDURES

The Contractor may make applications for payment after each scheduled inspection is complete and may send invoice after each requested repair job is complete. The CONTRACTOR will be paid the purchase price plus 10 percent for materials, supplies and replacement parts. Shipping charges will be reimbursed. The OWNER will purchase all parts necessary for engine repairs and maintenance but has the option to have the CONTRACTOR obtain the parts. Receipts, invoices, or other acceptable proof of purchase must be attached to requests for payment. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use. (There are no additional costs for travel, mileage, meals, or lodging).

ARTICLE 8- CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER and the

CONTRACTOR concerning the Work consist of the following:

1. **This Agreement**
2. **Generator List**
3. **Approved Inspection Checklist**
4. **Non-Collusion Affidavit**
5. **The Lobbying and Conflict of Interest Clause**
6. **The Drug-Free Workplace Form**
7. **Insurance Documents**
8. **Contract Modifications (If any)**

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified, or supplemented upon prior written approval by Board of County Commissioners.

ARTICLE 9- INDEMNIFICATION AND HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence or other wrongful act or omission of the Contractor or its Subcontractor(s) in any tier, their employees, or agents. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

ARTICLE 10- LAW AND VENUE

This agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising under this contract shall be in a court of competent jurisdiction in Monroe County, Florida.

ARTICLE 11- PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity a, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$3,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

FORM OF AGREEMENT

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have signed this Agreement in four copies. One counterpart each has been delivered to the CONTRACTOR, OWNER (DIRECTOR, FLEET MANAGEMENT SERVICES DEPARTMENT), COUNTY ATTORNEY and CLERK OF THE CIRCUIT COURT. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

This Agreement will be effective on August 1, 2002

OWNER: 5/15/02
MONROE COUNTY BOCC

CONTRACTOR:
CONDO ELECTRIC MOTOR REPAIR

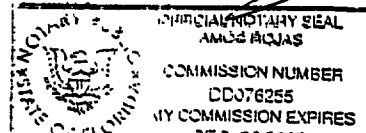
Monroe County, FL

BY _____
Mayor

ATTEST *Danny L. Kolhage* D.C.
Danny L. Kolhage, Clerk

BY *[Signature]*
President

ATTEST *[Signature]*



ADDRESS FOR GIVING NOTICES:

Monroe County Fleet Management Services
3583 S. Roosevelt Blvd.
Key West, FL 33040

ADDRESS FOR GIVING NOTICES:

CONDO ELECTRIC
3615 EAST 10TH COURT
HTALEAH, FL 33013

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY *[Signature]*
SUZANNE A. BUTTON
DATE 8/7/02

THE EMERGENCY GENERATORS INCLUDED IN THIS CONTRACT ARE:

LOCATION	UNIT#	KW'S	DESCRIPTION	TRANSFER SWITCH
1. KW Old Jail	GENKWOJL	230	CUMMINS 500FDR7116JJW	Auto transfer-Lake Shore 17234P1
2. KW Courthouse	0902/438	500	Caterpillar 3412dit	Auto transfer (3switches)-West- inghouse 3T2378, Lake Shore
3. KW 310 Fleming (Out of Service)	0903/567	80	Cummins 6BT59-GC1	Auto Transfer
4. KW Garage	0903/672	250	Kohler	Portable Generator on trailer
5. KW Garage	0903/671	150	Kohler fast response / 150ROZJ101	Portable Generator on trailer
6. KW Garage Fuel	0903/871	30	30ROZJ	Portable generator, Auto transfer
7. KW Garage	0903/988	30	Spectrum 30DSEJ	Portable generator on trailer
8. KW Garage	0903/990	40	Spectrum 40DSEJ	Portable generator on trailer
9. KW Garage	0903/994	80	Spectrum 80DSEJ	Portable generator on trailer
10. KW New Jail	0902/519	1000	Caterpillar SR4	Auto transfer-ASCO Type 1 (3 sections)
11. KW Sheriff Admin	GENKWSAD	650	Kohler 600ROZD71, Genset 573RSL4032	Auto transfer-Kohler ACS166341
12. KW PSB Inf Sys (Out of Service)	GENKWPSB	60	Onan 60DGCBL	Auto transfer
13. KW Douglas Center	1808/009	15	Kohler 15ROZ81	Auto transfer-Westinghouse 06T843
14. KW Truman School	1808/008	25	Kohler 20ROZ-J8	Auto transfer-Westinghouse 06T843
15. KW Harvey Center	GENHARVC	500	Kohler500ROZ	Kohler 200 amp
16. KW Sheriff Fire Pump	GENSHEFP	50	Detroit 351	No transfer switch
17. KW Sigsbee Translator	2500/020	60	Kohler 60ROZJ61	Auto transfer-K62828
18. KW Couthouse Chiller	GENCHILL	275	Generac	
19. KW Gato Bldg.		600		
20. KW Big Coppitt Fire Station	GENBCFST	100	Kohler 100ROZ	Kohler 300 amp
21. KW Sugarloaf Fire Station	GENSGLFS	25	Kohler 25ROZ	Kohler
22. Big Pine Sr. Ctzn	1808/010	15	Kohler 15ROZ	Auto transfer, Westinghouse 06T843.4
23. MAR Levit Sr. Ctzn	1808/011	15	Kohler 15ROZ	Auto transfer, Westinghouse 06T6843.1
24. MAR Garage	GENMARGA	100	Spectrum DDA	Auto transfer, Spectrum S- 168341-600
25. MAR Garage	0903/669	100	Kohler 100ROZJ71	Portable generator on trailer
26. MAR Garage	0903/668	100	Kohler 100ROZJ81	Portable generator on trailer
27. MAR Garage Fuel	0901/148	15	Kohler 15ROZ	Auto transfer, Westinghouse 06T7842

LOCATION	UNIT#	KW'S	DESCRIPTION	TRANSFER SWITCH
28. MAR Garage	0903/986	80	Spectrum 80DSEJ	Portable generator on trailer
29. MAR Garage	0903/992	30	Spectrum 30DSEJ	Portable generator on trailer
30. MAR Garage	0903/993	80	Spectrum 80DSEJ	Portable generator on trailer
31. MAR 63 St. Govt Center	0903/654	100	Kohler power system	Manual Square D double throw
32. MAR EOC	GENMAEOC	180	Kohler 180ROZJ101	Auto transfer, Kohler K-166341225
33. MAR Sheriff Sub Station	GENMASHE	60	Kohler 60ROZJ81	Auto transfer, Westinghouse 06T6843.9
34. MAR Jail	3000/013	125	Generac 89A03570	Auto transfer, Generac CTS 8702-8815
35. PK Garage	0902/667	100	Kohler 100ROZJ101	Portable generator on trailer
36. PK Garage	0902/670	150	Kohler 150ROZJ101	Portable generator on trailer
37. PK Garage	0903/984	80	Spectrum 80DSEJ	Portable generator on trailer
38. PK Garage	0903/985	80	Spectrum 80DSEJ	Portable generator on trailer
39. PK Garage	0903/987	30	Spectrum 30DSEJ	Portable generator on trailer
40. PK Garage	0903/989	40	Spectrum 40DSEJ	Portable generator on trailer
41. PK Garage	0903/991	20	Spectrum 20DSEJ	Portable generator on trailer
42. PK Sheriff Sub Station	0903/134	60	Kohler	Auto transfer-Westinghouse 06T2414
43. PK Senior Citizen	1808/012	15	Kohler, Yanmar	Auto transfer-Westinghouse 06T55293
44. PK Courthouse	GENPKCTH	325	Sanford, Onan engine 250DFB2	Auto transfer-TCU80000
45. PK Ellis Bldg	GENPKELL	50	Kohler genset, Cummins engine 4BT3.9GC	Auto transfer
46. PK Card Sound	3200/079	25	Kohler genset, Yanmar engine 4TN84R-RK	Auto transfer-OGT55293
47. PK Key Largo Translator	2500/021	60	Kohler 60ROZJ61	Auto transfer-K62828
48. PK Key Largo Fire Station	GENKLFST	100	Katolight	ASCO 940 300 amp
49. PK Tavernier Fire Station	1437/492	60	Kohler 60ROZ	ASCO
50. PK Garage	0901/149	15	Kohler 15ROZ	Portable generator on trailer
51. PK Public Works Bldg.	1404/058	25	Kohler 50ROZJ81 / John Deere engine	
52. PK Mariners Hospital		300?		